R. J. REYNOLDS TOBACCO COMPANY
EXTRA VALUE COUNTER DISPLAY PLAN

Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
EVD	OPEN	$

Store Name HESS MARTS
(Please Print)

Street Address ONE HESS PLAZA

City/State WoodBridge NJ Zip 07095

Call Classification Q D Branch (if chain) HD

Retailer's Signature: [signature] Date Contract Signed: 10/17/91

Title: Director of "C" Stores Contract Effective Date: 11/1/91

R. J. REYNOLDS TOBACCO COMPANY

By: [signature]

Chain LO # 0353-03-00
RJR Account Number

Is your organization a corporation, government agency, or tax exempt? (yes) (no)

Individual Proprietorship: ___ ___ ___ - ___ ___ - ___ ___ ___ ___
(Social Security Number)

Partnership: ___ ___ - ___ ___ ___ ___ ___ ___ ___
(Employer ID Number)

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R. J. REYNOLDS TOBACCO COMPANY

EXTRA VALUE COUNTER DISPLAY PLAN

R. J. Reynolds Tobacco Company (RJR) announces the following Extra Value Counter Display Plan effective May 1, 1991.

Plan	Volume Category	Monthly Payment
EVD	76+	$15.00

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three month period.

Plan EVD

RJR will furnish retailer a package display merchandiser with riser cards to display RJR "extra value" brands. The riser cards promotional messages will be periodically changed at the discretion of RJR. Stores having a total cigarette volume of 76 cartons per week and over qualify for this plan.

The following requirements apply to the above plans:

- Retailer must use package display merchandiser(s) provided by RJR.
- RJR reserves the right to designate the extra value brand styles to be displayed.
- Retailer will not permit non-RJR advertising, promotional or information material, including that relating to the retailer's own products, to be affixed or appended to the display or display space unless specifically approved by RJR.
- Retailer will maintain adequate display of designated cigarette brands on display at all times.
- RJR will make payment by check as soon as practicable. Payment will be made for stores rendering full performance during a quarter and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from product invoices due RJR.

This offer is extended pursuant to RJR's general display plan. In the judgment of RJR, it is made available on proportionately equal terms to all competing retailers.

This contract will remain in effect until terminated upon notice by either party or until superseded by a new contract between both parties. In the event of failure of performance by retailer, this contract may be terminated immediately by RJR.

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the RJR Extra Value Counter Display Plan and to utilize in any way the package display merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date on back and return the original to your RJR Representative.

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